

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In The Matter Of:)	
	)	Case No.: 20-45516
HAROLD L. GUIDO,)	
)	
Debtor.	)	CHAPTER 7
)	
SANTANDER CONSUMER USA INC.,)	
	)	Motion To Lift Stay Filed by
Movant,	)	Santander Consumer USA Inc.
)	
v.	)	John P. Miller #38233MO
	)	Dunn & Miller, PC
	)	13321 North Outer Forty Rd., Ste. 100
HAROLD L. GUIDO,	)	St. Louis, MO 63017
	)	(314) 786-1200
and	)	Fax: (314) 786-1201
	)	jmiller@dunnandmiller.com
FREDRICH J. CRUSE, TRUSTEE,)	
	)	Hearing Date: January 12, 2021
Respondents.	)	Hearing Time: 10:00 a.m.
	)	Objection Date: January 5, 2021

NOTICE OF HEARING AND
MOTION FOR RELIEF FROM AUTOMATIC STAY

PLEASE TAKE NOTICE, that the undersigned will move before the Honorable Bonnie L. Clair in United States Bankruptcy Court, United States Courthouse, Thomas Eagleton Federal Bldg., 7th Floor, South Courtroom, St. Louis, Missouri, on **January 12, 2021 at 10:00 a.m.** in the forenoon of that day or as soon thereafter as counsel can be heard, for an order on the underlying motion for relief from automatic stay.

WARNING: THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY.

YOU MUST FILE AND SERVE YOUR RESPONSE BY JANUARY 5, 2021.

YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. THE DATE IS SET OUT ABOVE. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEYS.

COMES NOW, Santander Consumer USA Inc. (“Movant”), and for its Motion for Relief from Automatic Stay, states as follows:

1. Movant is a corporation organized and existing in accordance with law. Movant is the holder of a Note and Security Agreement dated November 4, 2019, which is secured by a Security Agreement on a certain motor vehicle described as a 2016 Ford Edge, VIN #2FMPK4AP2GGB55830. A copy of said Note and Security Agreement and Notice of Lien are attached hereto and marked “Exhibit 1”.

2. Movant properly and timely perfected its security interest in said motor vehicle and Movant has a first priority in the motor vehicle secured by a Security Agreement dated November 4, 2019. No creditor of the estate has any interest in the aforesaid motor vehicle superior to the rights of Movant.

3. This Court previously entered its Order pursuant to 11 U.S.C. Section 362(a) prohibiting, among other things, any act to enforce any lien against the property of the estate and any act to obtain possession of property of the estate.

4. Debtor has defaulted in the performance of Debtor’s obligation under said Note and Security Agreement in that Debtor has failed to make payments as called for by the Note and is delinquent under the contract in the amount of \$4,049.26, and has failed to maintain insurance on

the vehicle. The vehicle was repossessed prior to the filing of the current Bankruptcy Petition and remains in Movant's possession.

5. It is Movant's belief that the aforesaid motor vehicle has depreciated in value while in possession of the Debtor and the equity of Debtor in said motor vehicle is less or will soon be less than Movant's loan on the vehicle. The outstanding balance under the contract is \$29,046.88, and the fair market value of the vehicle is \$21,375.00. Additionally, said motor vehicle is not necessary for effective reorganization and Movant is entitled to relief from the aforesaid stay order pursuant to 11 U.S.C. Section 362(d)(2).

6. By reason of the aforesaid facts, Movant is entitled to relief from the aforesaid stay order in order that Movant can declare defaults in Debtor's performance of the obligations imposed by the Note and Security Agreement, accelerate all unpaid indebtedness evidenced by these instruments and enforce Movant's security interest in the motor vehicle.

WHEREFORE, Movant prays that this Court terminate the automatic stay in regard to the aforesaid motor vehicle in order to permit Movant to declare defaults in Debtor's performance of the obligations imposed under the terms of the Note and Security Agreement, accelerate all unpaid indebtedness due to Movant under the terms of the Note and Security Agreement, and to enforce Movant's security interest in the motor vehicle, including, but not limited to, obtaining actual physical and legal possession of the motor vehicle and selling or otherwise disposing of the motor vehicle at public or private sale, for an Order that the relief from the automatic stay is not stayed pursuant to Rule 4001 for fourteen (14) days, and for such other relief as is appropriate and just.

DUNN & MILLER, PC

By: /s/ John P. Miller

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CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was filed electronically on December 16, 2020 with the United States Bankruptcy Court, and has been served on the parties in interest via e-mail by the Court's CM/ECF System as listed on the Court's Electronic Mail Notice list.

I certify that a true and correct copy of the foregoing document was filed electronically with the United States Bankruptcy Court, and has been served by Regular United States Mail Service, first class, postage fully pre-paid, addressed to those parties listed on the Court's Manual Notice List and listed below on December 16, 2020.

Harold L. Guido
1470 Park Ashwood Circle
St. Charles, MO 63304
DEBTOR

/s/ John P. Miller
John P. Miller